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LLC

UNITED STATES DISTRICT COURT  
DISTRICT OF OREGON  
PORTLAND DIVISION

**GERALD BLOCK**, individually and on  
behalf of all other Oregon veterans,

Plaintiff,

v.

**FUTURE INCOME PAYMENTS, LLC**, a  
Delaware limited liability company,

Defendant.

Civil No.: 3:17-cv-01808-YY

**DECLARATION OF JONATHON D.  
TOWNSEND IN SUPPORT OF  
DEFENDANT FUTURE INCOME  
PAYMENTS, LLC'S MOTION TO  
DISMISS**

I, Jonathon D. Townsend, hereby declare and state as follows:

1. I am an attorney licensed to practice law in the states of California and North Carolina, and I am an associate in the law firm Womble Bond Dickinson (US) LLP. Along with Ms. Laura Taylor from Bullivant Houser Bailey PC, Womble Bond Dickinson (US)

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LLP represents Future Income Payments, LLC ("Defendant") in this action. My colleagues and I will be submitting Applications for Special Admission – *Pro Hac Vice* in this matter.

2. I make this declaration in support of the Motion to Dismiss of Defendant Future Income Payment, LLC. This declaration is based on my personal knowledge, and I am competent to testify to the matters discussed herein.

3. Prior to bringing this motion, I alerted counsel for Plaintiff that Defendant is not a party to the Agreement and requested that Plaintiff amend the Complaint accordingly. Counsel for Plaintiff claimed in response that Plaintiff did not need to be in privity with Defendant in order to bring his UTPA claim and refused to amend his complaint voluntarily.


4. Attached hereto as Exhibit 1 is a true and correct copy of an e-mail string between lead counsel for Plaintiff, Mr. Michael Fuller, and me, which memorializes the parties' meet-and-confer conference. Co-counsel for Plaintiff and Defendant are copied on the e-mails, including Ms. Laura Taylor.

5. As required by the local rules, I had a telephonic meet-and-confer conference with Mr. Michael Fuller on January 25, 2018. During this conference, I informed Mr. Fuller that Defendant is not a party to the agreement that forms the basis for Plaintiff's complaint and Mr. Fuller stated that Plaintiff was unwilling to dismiss or amend his complaint.

6. On February 12, 2018, I also alerted counsel for Plaintiff that the agreement attached as Exhibit 1 to Plaintiff's complaint includes an arbitration provision (Agreement § 7.8) and informed Plaintiff that Defendant would likely move to compel arbitration if the allegations against it – rather than FIP LLC – permitted Defendant to compel arbitration as a nonsignatory.

I DECLARE UNDER PENALTY OF PERJURY OF THE LAWS OF THE UNITED STATES THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: February 15, 2018

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Jonathon D. Townsend

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